

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: NATIONAL FOOTBALL
LEAGUE PLAYERS' CONCUSSION
INJURY LITIGATION

No. 12-md-2323 (AB)

MDL No. 2323

THIS DOCUMENT RELATES TO:

Plaintiffs' Master Administrative Long-
Form Complaint and:

Robert Holt, et al. v. National Football
League, et al. (Plaintiffs Kenyon Rasheed
and Traci Wiedenfeld-Rasheed ONLY)

Court File No. 2:12-cv-04185-AB

**PETITION TO ESTABLISH
ATTORNEY'S LIEN**

Petitioner, Brian C. Gudmundson for Zimmerman Reed LLP ("Zimmerman Reed"), pursuant to Minn. Stat. § 481.13 and pursuant to the executed Agreement for Legal Services section titled "Termination" petitions and states as follows:

1. Petitioner is an attorney at law admitted to practice before the courts of Minnesota and files this Petition to establish a lien for attorney's fees as set forth hereinafter.

2. On or about March 12, 2012 Plaintiffs, Kenyon Rasheed and Traci Wiedenfeld-Rasheed, retained Zimmerman Reed pursuant to an agreement for legal services, to pursue a claim for injuries and damages allegedly caused by the National Football League's conduct associated with football-related concussions, head, and brain injuries.

3. On or about December 26, 2016 Plaintiffs Kenyon Rasheed and Traci Wiedenfeld-Rasheed terminated their contract with Zimmerman Reed to pursue a claim with attorney Jennifer Hiete. Zimmerman Reed made a motion to withdraw from further representation and establish an attorney lien on February 9, 2017 (ECF No. 7136) which the Court granted on April 24, 2017 (ECF No. 7548).

4. On or about October 24, 2017, Plaintiffs Kenyon Rasheed and Traci Wiedenfeld-Rasheed contacted Zimmerman Reed and advised they would like to rehire them as counsel. The parties entered into a new retainer agreement on October 30, 2017.

5. On November 9, 2017, Zimmerman Reed filed a Withdrawal of Attorney Lien and entered a Notice of Appearance (ECF No. 8912).

6. On or about March 22, 2022, Plaintiffs notified Zimmerman Reed via email that they again wished to terminate Zimmerman Reed as their attorneys. Thereafter, Zimmerman Reed attorney Brian Gudmundson contacted Plaintiff Kenyon Rasheed via telephone to attempt to discuss the termination and understand how Plaintiffs' rights would be preserved and represented going forward. Plaintiff Kenyon Rasheed cordially advised Mr. Gudmundson that Plaintiffs wished to terminate Zimmerman Reed, without cause, but declined to elaborate further. No additional information was provided to attorney Brian Gudmundson at that time. Attorney Brian Gudmundson advised Plaintiff Kenyon Rasheed that Zimmerman Reed would honor Plaintiffs' right to terminate Zimmerman Reed as their counsel and would withdraw from any further representation.

7. Regarding attorneys' fees, the operative agreement for legal services between Plaintiffs and Zimmerman Reed states, among other things: If no recovery (by

settlement or trial) is obtained client will not owe a legal fee. If Zimmerman Reed obtains a settlement or judgment for Client, Client will pay to Zimmerman Reed twenty percent (20%) of the gross recovery plus reimbursement of expenses.

8. When Zimmerman Reed entered into a contract with Plaintiffs, it entered into the risk and expense of the litigation before any settlement discussion had been held. Pursuant to this agreement, Zimmerman Reed filed a Complaint on Plaintiffs' behalf on July 23, 2012, which is the subject of the instant action.

9. At all times during its representation, Plaintiffs authorized Zimmerman Reed to proceed on their behalf, Zimmerman Reed actively and diligently investigated, prepared, and pursued Plaintiffs' claims, and took all steps necessary to prosecute those claims, including, but not limited to, the preparation and filing of complaints, correspondence and communications with the clients, preparation and review of clients factual and legal circumstances, retaining experts, drafting and providing client updates, analyzing Plaintiff Kenyon Rasheed's medical status and need for medical testing, obtaining medical testing through the Baseline Assessment Program, and more.

10. During the litigation, Zimmerman Reed partner, Charles S. Zimmerman, served on the Plaintiffs' Steering Committee, which has inured to the Plaintiffs' benefit.

11. Plaintiffs did not terminate Zimmerman Reed due to any malfeasance or other improper action.

12. Zimmerman Reed claims the right to have a lien for attorneys' fees and expenses established and enforced upon any sums to be derived from any settlement or judgment obtained or to be obtained by Plaintiffs in this action.

WHEREFORE, the Petitioner prays:

1. That an attorney's lien be established;
2. That the amount of the lien be determined;
3. That the Court order that Zimmerman Reed be entitled to enforce an attorney's lien against the proceeds to be derived from any settlement or judgment in this action;
4. That the Defendant or the Defendant's insurer be prohibited from paying to the Plaintiffs any sums of money until said lien has been satisfied; and
5. For such other further relief as this Court deems just.

Dated: April 7, 2022

Respectfully submitted,

ZIMMERMAN REED LLP

s/ Brian C. Gudmundson

J. Gordon Rudd, Jr. (#222082)

Brian C. Gudmundson (#336695)

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CERTIFICATE OF SERVICE

I hereby certify that I caused the foregoing Petition to Establish Attorney's Lien to be served via the Electronic Case Filing (ECF) system in the United States District Court for the Eastern District of Pennsylvania, on all parties registered for CM/ECF in the litigation.

Dated: April 7, 2022

ZIMMERMAN REED LLP

s/ Brian C. Gudmundson

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